

KUBERA



Private Placement Memorandum

June 1, 2024

Kubera Limited Liability Company
2938 Sally Ann Drive
Loveland, Colorado 80537
970-227-6088

Private Placement Memorandum No: _____

Offeree Name(s): _____

For the Personal Use of the Offeree Only

CONFIDENTIAL

PRIVATE PLACEMENT MEMORANDUM

KUBERA LIMITED LIABILITY COMPANY

A Colorado Limited Liability Company

25,000,000 Units – Total Offering \$25,000,000

\$1.00 per Unit

Minimum Purchase: 5,000 Units



**KUBERA LIMITED LIABILITY COMPANY
CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM**

25,000,000 Units of Limited Liability Company Interest - \$25,000,000 Total
\$1.00 per Unit

Minimum Offering Amount \$2,500,000

ACCREDITED INVESTORS ONLY

Kubera Limited Liability Company, a Colorado limited liability company, with its principal place of business at 2938 Sally Ann Dr., Loveland, Colorado 80537 (the "Company"), is now offering Units of limited liability company interest (the "Units") at \$1.00 per Unit. The sole Manager of the Company ("Manager") is Benjamin M. Cvetkovich. Unless a minimum of 2,500,000 Units offered hereby are sold and the Company receives the purchase price thereof before May 31, 2024 (the "Minimum Funding Date") or in the Company's discretion not later than June 30, 2024, none of the Units will be sold. The amounts received in consideration thereof will be promptly refunded, without interest and without deduction, and the offering will be terminated.

The investment opportunity is based on the following two primary products/platform features:

- A The removal of transaction fraud (defined as fraud that occurs due to lost or stolen credit/debit cards being used by unauthorized individuals) through our Patented Technology. This technology functions equally in all payment environments (face-to-face, E-commerce, telephone orders, Social Media Influencer sales, and mail order).
- B An actual one-touch sales process for any platform viewed on a smartphone and two-touch sales processes for all other marketing media platforms. Any other marketing media platforms include but are not limited to billboards, television, print, and other visual forms of advertising. One-touch means a single press of a digital button, no more filling out forms with personal data or entering payment information on a texted link, online website, or other methods.

A patent has been applied for and secured to guarantee the rights for our Fraud Proof technology. The One Touch product has a Patent-in-process. It is expected to be secured within six to nine months, and the technology is currently protected under a patent pending status. No one in the payment processing space currently has a solution that eliminates any chance of transaction fraud, as defined above. Additionally, our One Touch product is a complete change in the speed and convenience with which transactions can occur, and it is based on our fraud-proof technology. Each product is powerful, but together, they provide an entirely new way to shop and represent the definition of a Blue Ocean opportunity.

Item A above solves the significant problem of transaction fraud in the E-Commerce space. Forbes informs us that by 2026, 24% of retail sales will be online, with an expected total value of \$8.1 trillion. <https://www.forbes.com/advisor/business/ecommerce-statistics/>



We are the only payment solution that eliminates any chance of transaction fraud (defined as fraud from using a stolen credit card) in a \$8.1 trillion market. This is why Kubera is a Blue Ocean opportunity. We do not have any comparable competition at this time. Additionally, a major PCI compliance company is willing to certify all our clients who (a) use our technology and (b) use it exclusively without additional information, scanning, or requirements. We are the only solution they are willing to do this for: that is power!

Add to this what is contained in **Item B**, and we can stop talking about fraud and focus on making online shopping fun again. Up to 76% of online shopping carts are abandoned. Two of the critical reasons for this statistic are that (a) shoppers find the checkout process cumbersome, inconvenient, and time-consuming (the opposite of what it's supposed to be), and (b) many people are concerned about website security.

Kubera's one-touch purchase changes all of that. Once a consumer is registered on our platform and has our wallet on their phone, they can browse websites and press the buy now button when they are ready to purchase. The transaction is completed with one touch: the payment is made, and the shipping address is provided to the business so the product can be shipped. Consider the power of this technology in significantly reducing shopping cart abandonment by streamlining the purchase process.

Now, combine the two items into an easy-to-use solution that eliminates the fear of transaction fraud-related issues. This means no more calling your bank to get a new card due to fraudulent use and no more transaction fraud-related chargebacks for the merchant. This is what our offering is about.

Yes, there are more capabilities, and more patented products will be added in the future, but that is for another day. This product is powerful enough to provide considerable revenue and, as a result, will not require additional investment offerings.

Development of the technology for items A and B is complete and ready for market deployment. This offering will allow the technology to be fully acquired from the incubator environment in which it was created and provide the necessary resources for market penetration and adoption.

In the interest of full disclosure, it was necessary to completely change how payment processing is done to eliminate any chance of credit/debit card transaction fraud. These changes created new payment processing rails with capabilities far beyond what is represented, meaning the Patented Technology, as an asset, is underutilized, as described in this PPM. However, said underutilization should not be viewed in a positive or negative manner, only the disclosure that such underutilization does exist and may or may not impact the Company.

THE SECURITIES DESCRIBED HEREIN HAVE NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), NOR UNDER THE SECURITIES ACTS OF COLORADO OR ANY OTHER STATE. THIS OFFERING IS MADE UNDER REGULATION D, SECTION 506(C), AS ENACTED BY THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933.



THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION DOES NOT PASS UPON THE MERITS OF NOR GIVE ITS APPROVAL TO ANY SECURITIES OFFERED OR THE TERMS OF THE OFFERING, NOR DOES IT PASS UPON THE COMPLETENESS OF THE PRIVATE PLACEMENT MEMORANDUM OR OTHER SELLING LITERATURE. THE COMMISSION HAS NOT MADE AN INDEPENDENT DETERMINATION THAT THE SECURITIES OFFERED HEREUNDER ARE EXEMPT FROM REGISTRATION.

THE INVESTMENT OFFERED HEREBY INVOLVES A CERTAIN AMOUNT OF RISK. POTENTIAL PURCHASERS SHOULD NOT INVEST IN THESE SECURITIES UNLESS THEY CAN AFFORD THE LOSS OF THEIR ENTIRE INVESTMENT. SEE "RISK FACTORS". INVESTORS MUST MEET CERTAIN SUITABILITY STANDARDS. SEE "INVESTOR SUITABILITY STANDARDS."

THIS PRIVATE PLACEMENT MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO BUY OR SELL ANY OF THE SECURITIES TO ANY PERSON IN ANY JURISDICTION WHERE SUCH OFFER OR SOLICITATION WOULD BE UNLAWFUL.

THIS MEMORANDUM CONSTITUTES AN OFFER ONLY TO THE OFFEREE NAMED IN THE SPACE PROVIDED ON THE COVER HEREOF. DELIVERY OF THIS MEMORANDUM TO ANYONE ELSE IS UNAUTHORIZED, AND ANY TOTAL OR PARTIAL REPRODUCTION OF THIS MEMORANDUM OR DIVULGENCE OF ITS CONTENTS WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY IS PROHIBITED. BY ACCEPTING DELIVERY OF THIS MEMORANDUM, THE OFFEREE NAMED HEREIN AGREES THAT IF SUCH OFFEREE ELECTS NOT TO MAKE A PURCHASE OFFER OR THE PURCHASE OFFER IS REJECTED, SUCH OFFEREE WILL RETURN THIS MEMORANDUM AND ALL DOCUMENTS DELIVERED HERewith TO THE COMPANY.

THE COMPANY DOES NOT REPRESENT THAT A PUBLIC OR OTHER MARKET WILL DEVELOP FOR THE UNITS. THE UNITS ARE SUBJECT TO RESTRICTIONS ON TRANSFER AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND SUCH STATE LAWS PURSUANT TO REGISTRATION OR QUALIFICATION THEREUNDER OR EXEMPTION THEREFROM. OFFEREEES SHOULD ONLY PROCEED ON THE ASSUMPTION THAT THEY WILL HAVE TO BEAR THE ECONOMIC RISK OF AN INVESTMENT IN THE UNITS FOR AN INDEFINITE PERIOD OF TIME. SEE "RISK FACTORS."

PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM AS INVESTMENT, TAX, OR LEGAL ADVICE. INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THIS OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED, IN MAKING AN INVESTMENT DECISION. THIS MEMORANDUM AND THE EXHIBITS HERETO, AS WELL AS THE NATURE OF THE INVESTMENT, SHOULD BE REVIEWED BY EACH PROSPECTIVE INVESTOR'S PROFESSIONAL ADVISOR(S), IF ANY, THE INVESTOR'S TAX OR OTHER ADVISORS OR THE INVESTOR'S ACCOUNTANTS OR LEGAL COUNSEL.

NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION NOT CONTAINED IN THIS MEMORANDUM OR IN THE EXHIBITS HERETO, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON.

EXCEPT AS OTHERWISE INDICATED, THIS MEMORANDUM SPEAKS AS OF THE DATE HEREOF. NEITHER THE DELIVERY OF THIS MEMORANDUM NOR ANY SALE MADE HEREUNDER SHALL,



UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY AFTER THE DATE HEREOF.

THE COMPANY UNDERTAKES TO MAKE AVAILABLE TO EVERY INVESTOR, DURING THE COURSE OF THIS TRANSACTION AND BEFORE SALE, THE OPPORTUNITY TO ASK QUESTIONS OF, AND RECEIVE ANSWERS FROM, THE COMPANY CONCERNING THE TERMS AND CONDITIONS OF THE OFFERING AND TO OBTAIN ANY APPROPRIATE ADDITIONAL INFORMATION NECESSARY TO VERIFY THE ACCURACY OF THE INFORMATION CONTAINED IN THIS MEMORANDUM. INQUIRIES SHOULD BE DIRECTED TO THE COMPANY C/O BENJAMIN CVETKOVICH, SANDY WIEGERS OR GREG MEYERS (970) 227-6088, (435) 890-8978 OR (208) 761-6220 RESPECTIVELY OR E-MAIL BEN.C@KUBERAPLATFORM.COM, GREG.MEYERS@KUBERAPLATFORM.COM, OR SANDY.WIEGERS@KUBERAPLATFORM.COM

THIS MEMORANDUM CONTAINS CERTAIN INFORMATION ABOUT THE COMPANY'S BUSINESS PROSPECTS AND PRO FORMA FINANCIAL PROJECTIONS. THESE ARE ONLY PROSPECTS AND PROJECTIONS BASED UPON THE ASSUMPTIONS SET FORTH IN THIS MEMORANDUM. PROJECTIONS BY THEIR NATURE, ARE UNRELIABLE PREDICTORS OF FUTURE PERFORMANCE AND CANNOT BE RELIED UPON. THEY ARE BASED UPON ASSUMPTIONS THAT THEMSELVES ARE HIGHLY SPECULATIVE.

FOR ALL NON-U.S. PERSONS: IT IS THE RESPONSIBILITY OF ANY PERSON WISHING TO PURCHASE THE UNITS TO SATISFY THEIR SELF AS TO FULL OBSERVANCE OF THE LAWS OF ANY RELEVANT TERRITORY OUTSIDE THE UNITED STATES IN CONNECTION WITH ANY SUCH PURCHASE, INCLUDING OBTAINING ANY REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER APPLICABLE FORMALITIES.

	NUMBER OF UNITS OFFERED (1),(3)	OFFERING PRICE	SELLING COMMISSIONS (2)	PROCEEDS TO COMPANY
PER UNIT	-----	\$1.00	\$0.05	\$0.95
TOTAL MINIMUM	2,500,000	\$2,500,000	\$125,000	\$2,375,000
TOTAL MAXIMUM	25,000,000	\$25,000,000	\$1,250,000	\$23,750,000

- 1 We are offering a minimum of 2,500,000 and a maximum of 25,000,000 Units at the price indicated. See "Terms of the Offering."
- 2 Estimated total commissions based on 5% of the offering price of the Units sold to investors.
- 3 The offering will be terminated if the minimum number of Units is not subscribed for by May 31, 2024, unless sooner terminated or extended as provided herein. Funds paid by investors will be held in an escrow account and will be returned promptly if the offering is terminated. The minimum investment is \$ 5,000, subject to our right to accept a lesser amount.

We are offering a minimum of 2,500,000 and a maximum of 25,000,000 units of membership (from now on referred to as Units). There is no public market for our company's units or other securities, and no such market will develop due to this offering.



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PERFORMA - Data



SUMMARY OF OFFERING

The following is a summary of certain information contained elsewhere in this Private Placement Memorandum. Reference is made to, and this Summary is entirely qualified by the more detailed information in this Private Placement Memorandum and the exhibits thereto.

The Company: Kubera Limited Liability Company was formed in 2024 under Colorado law. Its sole manager is Benjamin M. Cvetkovich, an individual, and the management team of Sandy Wieggers, Director of Operations, and Greg Meyers, Director of Technology. The incubator environment for Kubera was Platinum Age, Inc., a payment processing company, and development occurred under the name of World XPay, which is currently being rebranded to The Kubera Platform.

Securities Offered: This offering consists of 25,000,000 Units of limited liability company interest at a total sale price of \$1.00 per Unit.

Securities Holding: All security sales deposits will be made to a Company bank account to be established. All funds will be placed in the account and held unutilized until 2,500,000 Units have been sold (Minimum Offering Amount). If the Minimum Offering Amount is not attained by August 31, 2024 (or, if extended by the Manager, no later than September 30, 2024), all investor funds will be returned to investors without interest.

Classes of Units: Two classes of Units are authorized, Common, and Preferred.

Common Units: The Investor can purchase Common Units with equal rights and preferences. All issued Common Units are voting Units with no established exit strategy.

Preferred Units: The Investor can purchase Preferred Units with an established return from every merchant transaction and a predetermined Company repurchase exit price option. The repurchase price option can be requested, and if the Company can complete the repurchase without financially harming the Company, such a repurchase will occur. However, Preferred units have no voting rights and do not share in profits beyond the established return.

Offering Price: Twenty-five Million Dollars (\$25,000,000) based upon the sale of 25,000,000 Units at One Dollar (\$1.00) per Unit. The one-dollar-per-unit price was established to avoid fractional sales.

Minimum Purchase: Five Thousand Units (\$5,000).

Use of Proceeds: Investors funds will be used primarily in the following manner:

- 1 Commissions will account for 5% of offering revenue expenses.
- 2 \$1,000,000 will be paid to Platinum Age to retire existing development, certifications, and patent prosecution fees and costs, thereby securing the technology in the name of Kubera without lien or debt.



- 3 An aggressive marketing effort encompassing online retailers, social media influencers, and marketing platforms that will benefit from our One Touch sales process.
- 4 Developing an in-house sales and support team to handle the sales leads created by our marketing efforts.
- 5 Prosecution of the One Touch patent application and the filing and prosecution of patent applications for new envisioned and related products.
- 6 Any other expenses, as approved by the Manager for the prosecution of successful sales and sales efforts designed to reach a critical mass in market adoption.
- 7 Create a corporate sales team to seek out POS systems, resellers of payment processing services, and other professionals to market and represent the Company to their clients.

Suitability Standards: Only investors who satisfy specific suitability standards (“Accredited Investors”) may purchase the Units offered at this moment (See “Investor Suitability Standards”).

Offering Termination Date: Unless the Company receives and accepts subscriptions for 2,500,000 Units by May 31, 2024 (the “Minimum Funding Date”), or to a date not later than September 30, 2024, if extended by the Manager, no investor funds will be accepted. No Units will be sold in any event after September 30, 2024 (the “Offering Termination Date”).

Risk Factors: The Units offered as a result of this are a speculative investment. Investors should consider the risk factors described in this Private Placement Memorandum (See “Risk Factors”).

Lack of Liquidity: An investment in the Units should be treated as a long-term investment. Although Preferred Units plan to offer a partial liquidity feature through a Company election to redeem Preferred Units, this plan is contingent upon several factors. There can be no assurance that a holder of Units will be able to sell, transfer, or otherwise dispose of their Units to the Company or other parties (See “Risk Factors”).

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PLAN OF DISTRIBUTION

The Company is offering the Units offered now to “Accredited Investors” under federal securities law (see “Investor Suitability Standards”). None of the Units will be sold unless offers to purchase at least 2,500,000 Units, together with the initial installments of the Unit purchase price and a properly completed subscription agreement, therefore (in the form contained in this Private Placement Memorandum), are timely received. If all Units are not sold and the proceeds in cash therefrom are not received by the Minimum Funding Date of August 30, 2024 (including any permissible extension thereof to and including September 30, 2024, the principal amount of all subscriptions to date, without interest, will be returned to investors as soon as practicable and the offering will terminate. If the Minimum Funding is achieved, funds will be released, and the offering will be extended for a period not to exceed six (6) months after the Minimum Funding has been received. The purpose of this extension is to allow the maximum reasonable time to achieve full funding status. The securities sold due to this are Units of limited liability company interest, fully paid up and entitled to all rights and privileges of participation, information, voting, dividends, and other privileges, without limitation, as defined by the Unit type.

The Company does not represent any intent to register its Units for public trading. Investors should assume this investment will be illiquid over the company's life.

The purchase price of each Unit is \$1.00. An investor must purchase five thousand Units at minimum. At its sole discretion, the Company reserves the right to reject any subscription, in whole or in part.

INVESTOR SUITABILITY STANDARDS

THE PURCHASE OF UNITS INVOLVES CERTAIN RISKS AND IS NOT A SUITABLE INVESTMENT FOR ALL POTENTIAL INVESTORS. SEE “RISK FACTORS.” THE UNITS WILL BE SOLD ONLY TO PERSONS WHO MEET THE FOLLOWING SUITABILITY STANDARDS:

Minimum Income and Net Worth for Accredited Investors

The Company may sell Units to persons who qualify as “Accredited Investors,” defined by Regulation D promulgated under the Securities Act of 1933 as follows:

An Accredited Investor must satisfy the relevant definitions under Rule 501(a) of the Act. Generally, for an investor to be treated as an Accredited Investor, the person (individual as opposed to entity) must meet at least one of the following standards:

- 1 Income—\$200,000 or \$300,000 if combined with spousal or spousal equivalent annual income and sustained for a minimum of two years.
- 2 Skills - Holding a Series 7, 65, or 82 license.
- 3 Net Worth - \$1,000,000 or more, not including the value of a primary residence.

If an entity other than an individual has a minimum of \$5,000,000 in assets, it can include Limited Liability Companies, Indian Tribes, Governmental Entities, funds, and entities organized under the laws of other countries that own investments in excess of \$5,000,000. Special rules may apply based on SEC rule amendments.



Ability to Accept Limitations on Transferability

Holders of Units may not be able to liquidate their investment in the event of an emergency or for any other reason because there is no public market for the Units now, and there can be no assurance that one will develop at this time.

Other Requirements

THE PRECEDING SUITABILITY STANDARDS REPRESENT MINIMUM REQUIREMENTS, AND NEITHER THE SATISFACTION OF SUCH STANDARDS BY A PROSPECTIVE INVESTOR NOR THE ACCEPTANCE BY THE COMPANY OF A PROSPECTIVE INVESTOR'S SUBSCRIPTION NECESSARILY MEANS THAT THE UNITS ARE A SUITABLE INVESTMENT FOR THE INVESTOR. THE FINAL DETERMINATION AS TO THE SUITABILITY OF AN INVESTMENT IN THE COMPANY CAN BE MADE ONLY BY A PROSPECTIVE INVESTOR AND THEIR ADVISORS, IF ANY.

An investor will be required to represent in the Subscription Agreement, which is included within **Exhibit A**, that he or she satisfies the investor suitability standards above. The suitability for any particular investor to purchase Units will depend upon, among other things, the investor's investment objectives and ability to accept highly speculative risks, including the risk of total loss.

The Company has the right, in its sole judgment and discretion and at any time, to refuse any subscription for Units, in whole or in part, for any reason by written notice of such rejection accompanied by the return of any subscription funds deposited by such prospective investor without interest and deduction.

RISK FACTORS

BEFORE MAKING AN INVESTMENT DECISION, PROSPECTIVE INVESTORS SHOULD CAREFULLY CONSIDER, ALONG WITH ALL OF THE OTHER INFORMATION CONTAINED IN THIS PRIVATE PLACEMENT MEMORANDUM, THE FOLLOWING RISK FACTORS ATTENDANT TO THAT INVESTMENT AND SHOULD CONSULT WITH THEIR OWN LEGAL AND FINANCIAL ADVISORS CONCERNING IT:

Risk Associated with Operating History

The Company was formed in 2024 after several years of research and development. To date, no effort has been made to achieve significant market penetration or adoption. While the product is thoroughly tested, certified, and ready for deployment, there is no operating or sales history to draw upon.

Limited Capitalization

If only the minimum offering amount is achieved, growth may be slower than desired or insufficient to generate desired results.

Limited Income

Operating expenses and Company payments must be met at all events. These include, but are not limited to, insurance, utilities (to a limited extent), payroll taxes, payments to outside professionals such as CPAs and lawyers, and compensation to the management team, employees, and contractors. Control of expenses will rest with the Manager of the Company. The Company's income



will be limited to revenues from Company sales. There is no assurance that the Company's sales can be realized as quickly as the Manager predicts. The Company expects to have a limited supply of working capital. If the working capital is depleted, the Company may be required to rely on borrowed funds or take other actions that could have an adverse effect on the Company's operations. Macroeconomic factors affecting the Company and the value and marketability of its assets include the health of the national, state, and regional economies. There can be no assurance that these factors will move positively for the company and its investors.

Reliance on Key Personnel

The success of any venture depends upon the availability of skilled personnel and the appropriate management philosophy and personalities for each phase of development. Sales teams are a critical area requiring recruiting and hiring the most suitable staff. There can be no assurance that the Company will be able to retain key people and continue to attract qualified personnel in the future. A lack of skilled personnel could damage the Company's ability to realize its goals.

Skill of Management

The company's success depends on the skills and abilities of several key individuals, particularly Benjamin Cvetkovich, Sandy Wieggers, and Greg Meyers, refer to the Management section. If these individuals were to cease to be involved with the Company for any reason (including, but not limited to, death or termination of employment), the success of the Company would depend in part on the Company's ability to engage new people of at least equivalent skill. There is no assurance that the Company can replace any departed key employee or the Manager.

Concentration of Control

Following the completion of this offering, the Manager will remain in absolute control of the Company. The Manager exercises virtually total control over all aspects of the Company's business operations and procedures, except for items brought forward to a vote of Common Unit holders at their annual meeting. This means that purchasers of the Units will invest subject to the risks associated with not having control of the Company.

The Company Manager has complete discretion concerning all aspects of the Company, including almost complete control of business plans, product development, selection of contractors, hiring and firing consultants or professional advisors, and ongoing business operations. The Manager will follow accepted business procedures and use his best efforts to achieve the Company's success. However, he retains complete discretion to modify business operations should business conditions or opportunities dictate.

Further, there is the possibility that unexpected adverse events concerning the economy, in general, would alter investment conditions to the extent that dilution of existing investors is required to raise the necessary capital. While the Manager has the right to seek out additional capital for the Company, exclusively through the sale of currently authorized and unsold Units over the minimum requirement, no additional Units will be authorized without the consent of the majority of subscribed Common Unit holders not including Units owned by the management team.



No Market for Units

There is presently no market for the Units, and none is anticipated. There are substantial restrictions on the sale of Units. The Company's exit strategy anticipates the ability to repurchase Units, but it may take longer to liquidate them than anticipated. There can be no absolute assurance of a particular date upon which investments will be returned.

Units Eligible for Future Sale

The Units offered hereby are "restricted securities," as that term is used in the Securities Act of 1933, as amended (the "Act"). Such Units of stock are not eligible for sale to the public unless registered under the Act (and applicable state securities laws) or if sold in accordance with Rule 144 under the Act or pursuant to another exemption from registration. In general, under Rule 144, a person (or person whose securities holdings are required to be aggregated) who has beneficially owned such securities for at least one year, including a person who may be deemed an affiliate of the Company as the term "affiliate" is defined under Rule 144, is entitled to sell restricted securities. An "affiliate" may sell, within any three-month period, a number of Units that do not exceed the greater of one percent of the then outstanding Units of the same class of securities during the four calendar weeks preceding such sale. A person (or persons whose Units are aggregated) who is not deemed an "affiliate" of the Company (and has not been such for at least three months before the sale) and who has beneficially owned Units for at least one year is entitled to sell Units under Rule 144 without regard to the volume limitations described above.

Before this offering, there was no established market for the Company's securities, and no prediction can be made as to the effect, if any, that market sales of Units or the availability of Units for sale will have on the market price prevailing from time to time. Nevertheless, sales of substantial amounts of Company Units in the marketplace or otherwise could adversely affect prevailing market prices of the Units, including the prices of the Units offered.

No Registration under the Securities Act of 1933

This offering has not been registered under the Act. The Company relies on certain exemptions from federal securities laws to make this offering. There is no assurance that the offering presently qualifies or will continue to qualify for the exemptions upon which the Company relies due to, among other things, the adequacy of disclosure and the manner of distribution or change in any securities law regulation governing this offering, which is retroactive in its effect. If and to the extent that claims or suits for rescission are brought and successfully prosecuted for failure to register this offering or for acts or omissions constituting offenses under the federal securities laws or securities laws of any state, both the capital and assets of the Company could be adversely affected, jeopardizing the ability of the Company to operate successfully. Further, the capital of the Company could be adversely affected by its need to defend an action by enforcement authorities of the federal or state securities agencies, even if the Company is ultimately exonerated.

Arbitrary Offering Price

The company arbitrarily determined the offering price of \$1.00 per Unit and the number of Units offered as a result. No independent opinion or other appraisal has been obtained to determine the value of the Company or the offering price.



Summary of Federal Income Tax Risks

A Limited Liability Company filing income tax returns as a partnership will create taxable events for each investor, the impacts of which are unique to each investor. The investor is responsible for securing sufficient information from their tax professional regarding this investment's potential impact on their income tax return.

Risk of Audit

The IRS may audit the Company's federal information returns. Such an audit may challenge and disallow some deductions or increase the taxable income described in such returns. No assurance or warranty of any kind can be made concerning the deductibility or taxability of any such items in the event of an audit or any litigation resulting from an audit.

Tax Classification of the Company

The Manager intends the Company to be taxed as a partnership for federal income tax purposes. If the Company were to be treated for tax purposes as a corporation, the tax benefits associated with an investment in the Company, if any, would not be available to the Members. The Company would, among other things, pay income tax on its earnings in the same manner and at the same rate as a corporation, and losses, if any, would not be passed through to, and deductible by, the Members. See "FEDERAL INCOME TAX DISCUSSION - Tax Consequences Regarding Company - Status as Partnership."

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USE OF PROCEEDS

Proceeds from this offering should be viewed in two primary ways. The first is the minimum funding of \$2,500,000, with the second being fully funded at \$25,000,000.

	<u>If \$2,500,000</u>	<u>If \$25,000,000</u>
Offering Commissions @ 5%	\$ 125,000	\$1,250,000
Securing Patent Rights	\$ 1,000,000	\$1,000,000
Patent filing and prosecution	\$100,000	\$100,000
12 months operating expenses	<u>\$977,040</u>	<u>\$977,040</u>
Total	<u>\$2,202,040</u>	<u>\$3,327,040</u>

Proceeds Item 1:

All offerings have an embedded cost of raising capital. For the purposes of this offering, 5% is the agreed-upon and expected cost of the offering. This is a success fee, with marketing costs being the responsibility of the Manager in the event the offering fails.

Proceeds Item 2:

The Kubera Platform has been in various stages of development under the direction of Benjamin Cvetkovich and Greg Meyers, the owners of the Patented technology. This number represents a reimbursement of actual expenses associated with the development of the product and does not reflect the market value of the product. Paying this sum ensures the Company owns full rights to the technology without any liens, claims, or other debts. The intellectual property relied upon to develop this technology is being contributed to the Company in exchange for Common Units already issued.

Proceeds Item 3:

A new patent is being filed for the One Touch and Push Sale technology. This use of funds is intended to complete the process for the second and third patents, thereby ensuring market control of the Company's intellectual property.

Proceeds Item 4:

A platform as powerful as Kubera never intends to operate without revenue. However, it is appropriate to consider the worst-case outcome, which is the company's operation absent any sales revenues. This line item assumes zero revenue for a full year of operation. Proforma information and anticipated returns are outlined below.

Projected Growth, Rates of Return, and Exit Strategy

The projected returns listed below are segmented into Common Units and Preferred Units, with a minimum holding period of one year. If the investor wishes to sell their units after one year, they may seek another accredited investor and the company's approval for the sale.



The company may elect to offer investors a repurchase of the units after the holding period. For Preferred Unit-holders, the repurchase price formula would be the total return earned over the Investor holding period x 2 + the original price and all returns received up to the date of purchase. Common Units will be bid separately, but the P/E ratio of the current market will customarily represent it. This is not a guarantee of repurchase; it is only the opportunity to repurchase based on the Company's ability to complete a repurchase without a negative financial impact.

Example: Current P/E Ratio is 19.0924

Common Units

Common Units will share in all revenue streams, including any new products envisioned or developed over the company's life. Their returns represent a greater risk, but they are rewarded with greater potential returns.

It will demonstrate that minimal funding may provide a greater overall return. However, minimal funding also increases the risk of insufficient capitalization if sales do not materialize as projected. Additionally, no benefit is being assigned, and no discussion is presented on the currently envisioned expansion of product offerings or services. Fully funding will generate sufficient capital to enable additional products and services not currently being considered. However, those considerations will yield to the need to generate sales, market penetration, and adoption for the current offering.

Common Units will see returns based on overall profitability from all sources.

Minimum

		COMMON UNITS OF MEMBERSHIP - MINIMUM CAPITAL RAISE				
SEE NOTE		Holding 1 Yr	Holding 2 Yrs	Holding 3 Yrs	Holding 4 Yrs	Holding 5 Yrs
		1	2	3	4	5
RETURNS	Year 1	\$ (534.61)	\$ (534.61)	\$ (534.61)	\$ (534.61)	\$ (534.61)
	Year 2		\$ 1,876.62	\$ 1,876.62	\$ 1,876.62	\$ 1,876.62
	Year 3			\$ 7,802.26	\$ 7,802.26	\$ 7,802.26
	Year 4				\$ 17,242.30	\$ 17,242.30
	Year 5					\$ 30,196.74
Total Capital Account Increase		\$ (534.61)	\$ 1,342.02	\$ 9,144.28	\$ 26,386.57	\$ 56,583.31
Less Original Investment		\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Value of Capital Account		\$ 4,465.39	\$ 6,342.02	\$ 14,144.28	\$ 31,386.57	\$ 61,583.31
Total ROI		-10.6921%	42.0259%	123.0248%	121.9030%	96.2091%
Annualized Return		\$ (534.61)	\$ 671.01	\$ 3,048.09	\$ 6,596.64	\$ 11,316.66
Annualized ROI		-10.6921%	13.4202%	60.9618%	131.9329%	226.3333%

* Repurchased by company

NOTE: Both tables assume a minimum holding period of 1 year. Each sale will be bid separately, but customarily represent a P/E ratio of the current market. Table represents a P/E ratio below 19.0924.



Maximum

SEE NOTE

RETURNS
Year 1
Year 2
Year 3
Year 4
Year 5

COMMON UNITS - FULL CAPITAL RAISE					
	Holding 1 Yr	Holding 2 Yrs	Holding 3 Yrs	Holding 4 Yrs	Holding 5 Yrs
	1	2	3	4	5
Year 1	\$ (51.71)	\$ (51.71)	\$ (51.71)	\$ (51.71)	\$ (51.71)
Year 2		\$ 912.43	\$ 912.43	\$ 912.43	\$ 912.43
Year 3			\$ 3,282.68	\$ 3,282.68	\$ 3,282.68
Year 4				\$ 7,058.70	\$ 7,058.70
Year 5					\$ 12,240.48
Total Capital Account Increase	\$ (51.71)	\$ 860.72	\$ 4,143.40	\$ 11,202.10	\$ 23,442.58
Less Original Investment	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Value of Capital Account	\$ 4,948.29	\$ 5,860.72	\$ 9,143.40	\$ 16,202.10	\$ 28,442.58
Total ROI	-1.0342%	18.4393%	56.0116%	77.1999%	75.5487%
Annualized Return	\$ (51.71)	\$ 430.36	\$ 1,381.13	\$ 2,800.53	\$ 4,688.52
Annualized ROI	-1.0342%	8.6072%	27.6227%	56.0105%	93.7703%

* Repurchased by company

NOTE: Both tables assume a minimum holding period of 1 year. Each sale will be bid separately, but customarily represent a P/E ratio of the current market. Table represents a P/E ratio below 19.0924

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Preferred Units

Preferred Units will receive immediate cash flow based on a percentage of sales generated but will not contribute to the company's overall profitability.

Preferred Units also have a formula for the Company's repurchase of their Units should they elect to sell their Units after the required one-year holding period. That projected benefit is calculated with the projected return.

Minimum

PREFERRED UNITS - MINIMUM CAPITAL RAISE					
	Holding 1 Yr	Holding 2 Yrs	Holding 3 Yrs	Holding 4 Yrs	Holding 5 Yrs
	1	2	3	4	5
RETURNS					
Year 1	\$ 175.04	\$ 175.04	\$ 175.04	\$ 175.04	\$ 175.04
Year 2		\$ 1,232.60	\$ 1,232.60	\$ 1,232.60	\$ 1,232.60
Year 3			\$ 3,347.74	\$ 3,347.74	\$ 3,347.74
Year 4				\$ 6,520.43	\$ 6,520.43
Year 5					\$ 10,750.70
Timed Return	\$ 175.04	\$ 1,407.64	\$ 4,755.38	\$ 11,275.81	\$ 22,026.51
Repurchase Price*	\$ 5,175.04	\$ 6,407.64	\$ 9,755.38	\$ 16,275.81	\$ 27,026.51
Less Original Investment	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Total Return	\$ 350.07	\$ 2,815.28	\$ 9,510.75	\$ 22,551.62	\$ 44,053.01
Total ROI	7.0015%	56.3056%	190.2150%	451.0323%	881.0602%
Annualized Return	\$ 350.07	\$ 1,407.64	\$ 3,170.25	\$ 5,637.90	\$ 8,810.60
Annualized ROI	7.0015%	28.1528%	63.4050%	112.7581%	176.2120%

*Repurchased by company

Maximum

PREFERRED UNITS - FULL CAPITAL RAISE					
	Holding 1 Yr	Holding 2 Yrs	Holding 3 Yrs	Holding 4 Yrs	Holding 5 Yrs
	1	2	3	4	5
RETURNS					
Year 1	\$ 77.22	\$ 77.22	\$ 77.22	\$ 77.22	\$ 77.22
Year 2		\$ 552.99	\$ 552.99	\$ 552.99	\$ 552.99
Year 3			\$ 1,504.80	\$ 1,504.80	\$ 1,504.80
Year 4				\$ 2,932.51	\$ 2,932.51
Year 5					\$ 4,836.13
Timed Return	\$ 77.22	\$ 630.21	\$ 2,135.01	\$ 5,067.52	\$ 9,903.65
Repurchase Price*	\$ 5,077.22	\$ 5,630.21	\$ 7,135.01	\$ 10,067.52	\$ 14,903.65
Less Original Investment	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Total Return	\$ 154.45	\$ 1,260.42	\$ 4,270.01	\$ 10,135.04	\$ 19,807.30
Total ROI	3.0889%	25.2084%	85.4003%	202.7007%	396.1459%
Annualized Return	\$ 154.45	\$ 630.21	\$ 1,423.34	\$ 2,533.76	\$ 3,961.46
Annualized ROI	3.0889%	12.6042%	28.4668%	50.6752%	79.2292%



Note: Common Units have no established exit sale formula for the Company to acquire their Units. While their return may be greater, the illiquid nature of this offering may diminish their overall return upon exit.

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Proforma

Proforma: Exhibit B

The following are essential elements of how the projections were developed:

- 1 The difference between minimum and full funding of this offering is adapted through the sales teams hired and engaged in the sales process. The Company will engage in various potential client-sourcing venues, but the leads generated will be handled internally by our sales teams.

As each sales team is seated and trained, their success will allow management to hire the subsequent sales team. Once the first sales team has demonstrated success (proof of concept of sales approach), management intends to add one (1) new sales team (for minimum funding resources) or five new sales teams (for fully funded resources) each month after that.

- 2 According to <https://ecommercetips.org/women-in-business/>, 42% of all businesses in the U.S. are women-owned. That is 12.9 million firms with \$1.9T in total revenues or \$12,273 per woman-owned business monthly.

Forbes informs us that the U.S. has 33.3 million small businesses (<https://www.forbes.com/advisor/business/small-business-statistics/>). The average monthly revenue per business depends on its size see <https://www.businessdit.com/small-business-revenue-statistics/> and ranges from \$3,914 per month for zero-employee businesses to more than 3 million for the largest small businesses.

We selected 20,000 for base calculations by discounting the volume of 1-4 employee small businesses by approximately 40%. However, historical statistical data from Platinum Age, our sister Company, demonstrates an average monthly volume per merchant of \$70,215 for 2023.

These volumes per merchant calculations will be impacted by many elements that are too numerous to discuss in detail. Therefore, the Company considers an average monthly volume per merchant of \$20,000 reasonable to conservative.

- 3 Overall market penetration after five years of sales efforts with a minimal capital raise is expected to result in a 0.53% market penetration or 177,000 business clients out of the current number of 33.3 million small businesses in the U.S.

With full funding, the number increases to 2.66% market penetration or 885,000 out of the 33.3 million currently existing small businesses in the U.S.

These calculations provide considerable growth potential beyond what is presented. This can be accomplished through additional unconsidered sales channels, such as corporate account sales executives focused on establishing relationships with larger clients across the U.S.



Point of Sale System or the possibility of establishing solid relationships with online hosting and web design services.

Our technology's opportunities are believed to far exceed what these proforma and return on investment calculations discuss. Our sales efforts and the success of our sales teams will determine actual results.

Dilution

Currently, 100,000,000 Units have been issued, 25,000,000 to each of the three key management team members, and 25,000,000 are being sold through this offering. Potential investors will have the option of purchasing Preferred Units or Common Units.

To ensure the best possible opportunity for success, regardless of dilution, the Company is establishing an advisory board to which Preferred and Common Unitholders will elect three advisory board members. This Board will meet annually at a time and place set by the Manager or at other intervals as the Company management team deems appropriate in concert with the Advisory Board.

The Company will pay for travel and lodging expenses associated with regular Advisory Board meetings.

Business of the Company

Background of Manager

Benjamin Cvetkovich (63) has 35+ years of experience in various aspects of financial services, including, but not limited to, owning an accounting firm, FNMA, FHLMC underwriting, investment trading auditor and instructor, and most recently, the principal of a merchant service provider, a FinTech, and a Trust Company.

After receiving his business and accounting education at the University of Northern Colorado, he achieved many professional benchmarks, including becoming a CIDA (Certified Investments and Derivatives Auditor).

In late 2010, he started the firm Platinum Age Merchant Services, Inc. (now known as Platinum Age, Inc.), followed by the creation of the fintech World-Xchange, Inc., in 2019, where World XPay, now being rebranded as The Kubera Platform, was created and in 2020 establishing X International Trusts, a Swedish Trust Company providing unique asset protection benefits and services to our clients.

Organization

The Company is a Limited Liability Company organized under Colorado law. As organized, the Company will make every effort to achieve market penetration and adoption through the described sales efforts. Effectively, all management decisions and operational control of the Company are vested to the Manager and the management team.

The Manager and management team will be compensated with a salary of \$10,000 per month each and share in the company's overall profitability through their Common Units. This salary may



increase annually, consistent with the CPI to keep pace with inflation. The company's profitability will provide additional compensation consistent with the profit benefits offered to holders of Common Units.

The Market

All proforma and financial considerations were based on the U.S. market alone. The payment processing space is a global market. With 33.3 million small businesses in the U.S., it is a target-rich environment for potential business clients and accompanying consumers.

All projections are U.S.-based only, and all consideration for investment should be confined to the U.S. market, as this is the only market the Company is prepared to enter. If this offering is filled, the resources will be present to consider expansion beyond U.S. borders. However, the Manager will make that decision only after the U.S. sales model has reached a minimum of .1% market penetration.

While accepting the payment industry as a global market, investors must understand there are many unique challenges in expanding to foreign markets. These may include licensing, international patent applications, opening foreign office locations, and many other things not foreseen now. For these reasons, viewing our current market and this investment opportunity beyond U.S. borders is inappropriate.

Product Timing and Key Facts

Payment processing has been riddled with transaction fraud for years, employing encryption (a 2,000-year-old concept) and, more recently, tokenization (an 80-plus-year-old concept originally used and broken as the German Enigma Machines of WWII). Add to the environment the concepts of print advertising, billboards, coupons, mailers, and the most recent form of social media marketing using influencers, and there is a wealth of need for simplicity and security.

No product can compete with the Kubera Platform in terms of security or ease of use, but combined, there is no equal.

Add to these elements a truly inexpensive product that is use-based instead of subscription-based, and a trifecta emerges. Businesses are often approached with methods of reducing their exposure to transaction fraud. Most are more expensive than the losses they sustain from fraudulent transactions.

Now, it provides safety, convenience, and ease of use, and it is a platform capable of addressing security companies' warnings about AI's impact on digital transactions. The Kubera Platform will migrate from a better solution to an essential one.



Business Overview

There are specific capabilities and resources that every successful business relies upon. They are (a) sufficient capital to achieve its primary goals, (b) a management team that understands those goals and is focused on achieving them, and (c) a whiteboard with activities to add to a company's primary goals to remain relevant in an ever-changing business environment.

We believe that The Kubera Platform represents the single most powerful revolution in the purchasing experience since the advent of credit/debit cards. However, reaching the pinnacle of success only makes you the target. To be a wise investment, the question must be asked: Is this a once-and-done product? Or does it have legs and the ability to remain relevant in the future?

To answer this question, the management team has considered two key elements. The first is, what do we need to launch The Kubera Platform? What minimum is required to take this product to market and establish a market share worthy of note? The second element is how we devote the resources needed to continue developing products and services that will enhance The Kubera Platform and make it relevant for decades.

Minimum Capital Raise Logic

The amount for the minimum capital raise we determined as follows:

- 1 What is needed to transfer the technology from the current owners to the Company without any debt or remaining outstanding obligations?
- 2 What is needed to ensure the technology is adequately protected? What resources are required to acquire a patent for the "Push" or "One Touch" sale technologies? Should the Company consider the prosecution of these patents globally?
- 3 Sufficient funds to retire a full year of expenses associated with every aspect of the business, specifically and primarily focused on building a sales team in the first month and adding a single sales team each month after that.

Transferring the technology only requires retiring the outstanding expenses and liabilities utilized in creating it. This does not represent the actual value of the technology, which cannot be fully realized until it is brought to market and has an established revenue stream. The Company and its members will benefit from its value as the revenue stream develops.

Securing complete utility patent protection is advisable to protect the technology and the associated revenue streams. Patent protection is currently in place for the fraud-free product. However, the "One Touch" and "Push Sale" technologies are considered part of a family of products resulting from the primary Patent and, therefore, require patent protection to ensure our rights under U.S. law.

To provide full disclosure, a portfolio of patents directly associated with our current technology is envisioned and anticipated. No discussion about the patents, products, or services they will provide has been made beyond the One-Touch technology, nor will it be made as part of this offering. Therefore, an investor should not give any consideration to this paragraph other than a disclosure of intent with the potential for additional and undefined expenses.



Immediately upon the close of this offering, steps will be taken to:

- a Prosecute the "Push Sale" and "One Touch" patent applications. The responsibility of Greg Meyers.
- b Hiring and training the sales team: Benjamin Cvetkovich and Sandy Wiegers will jointly be responsible for this.

The first sales team will be hired immediately, put in place, and in co-operation with sales lead generation, will begin soliciting clients as quickly as possible. Additional sales teams will be in the recruitment process to add a new sales team each month.

The threshold for adding a new sales team will be achieved when the first (previously hired) sales team reaches a reasonable level of closed sales activity (as defined in the proforma). If a sales team cannot achieve that production level, management will (a) first look to training opportunities and, upon continued failure to perform, (b) look to replace the sales team. Management intends to add a new sales team each month.

- c If the worst case were to occur, having absolutely zero sales revenues, all company expenses can be met and retired without seeking additional capital. Sales revenues will add to the Company's resources, reducing capital runoff, until sales revenue exceeds expenses and the Company becomes profitable.

Additionally, though undisclosed in the proforma due to the difficulty of determining its actual value, cash reserves will be held in an interest-bearing account to prudently utilize every resource available to the Company.

Full Capital Raise Logic

One might consider the disparity between the minimum and full capital raise difficult to understand. Management has carefully examined every aspect of The Kubera Platform and its potential uses/benefits. Here are the points of consideration that have given rise to creating an offering with such a large, fully funded amount:

- 1 If growth is significant with the addition of a single sales team each month, how much more would the company grow in market share, gross revenues, and profitability if we could add multiple sales teams each month?
- 2 Could the company grow faster and achieve greater market share by adding POS systems and Corporate Account sales teams?
- 3 Would the Company benefit from global expansion?
- 4 How should we deal with investors with a specific use case they want to implement using Company products/services?
- 5 Should we seek sufficient capitalization, based on existing products and technology, that could further enhance our product offering?

The proforma is based on two primary factors. Minimum growth incorporates adding one (1) new sales team per month, while Maximum funding will allow us to secure five new sales teams per



month. Success is based on the quality of recruits, the quality of lead generation, and the quality of training and support. It is stated that greater resources allow but do not guarantee faster growth. Additionally, and not considered in the proforma is the ability to add sales teams that focus on:

- 1 POS (Point of Sale) Systems software manufacturers to engage their client bases and
- 2 Corporate account sales teams focusing on larger firms, and
- 3 Reseller sales teams that would focus on web design companies.

The entire sales approach envisioned and prepared in the proforma is based on generating sales leads and contacting the actual business users of our products. With more resources, many more channels can be approached simultaneously and successfully.

The idea of a global market was introduced in the Market section of this PPM. International expansion requires a great deal of consideration and planning. It could require us to request global patent protection for our technology. Each respective market will require travel, legal fees, market research, etc.

None of these global considerations have been used or are part of this offering. However, it is deemed appropriate to disclose the intent of the Company to consider such expansion. Our priority is domestic growth, as this document and the proforma outlines. Though disclosed herein as a goal, global expansion will not be considered unless and until management deems it appropriate based on domestic growth and profitability. **DO NOT CONSIDER ANY DISCUSSION ON GLOBAL GROWTH AS A FACTOR IN THIS OFFERING. IT IS NOT PART OF ANY PORTION OF THE PROFORMA, PROJECTIONS, OR PLANNING REGARDING INVESTMENT, INCOME, EXPENSES, AND/OR RETURNS ON INVESTMENT.**

Some potential investors have expressed an interest in investing due to a business use case that could benefit their firms. These investors may request access to specific products or services as a part of their investment. An example might be using our rails, a byproduct of developing our primary products.

These investors and the agreement to provide them with the use of our rails (as by example) may require additional programming or other costs and could divert attention from the primary purpose of the Company and this offering. For this reason, any investor seeking access to our rails or any other attribute of the Company's assets that may be useful to them will be required to purchase no less than 5,000,000 Units.

By acquiring 5,000,000 Units, sufficient funds will be available to support their business use case while our core team remains focused on the primary focus as defined in this PPM. Additionally, it would provide reserves and resources that can be used to accelerate growth in accordance with our proforma and PPM.

Any business case used, approved, and accepted by special agreement with an investor will also be made available for use by the Company at large. Any new programs or product offerings arising from such an agreement will enhance the company's products and offerings, providing a tangible benefit to all investors.



As an additional and final justification for an offering of up to 25,000,000 Units, management wants investors to know that we do not intend to rely on the available products. It is vital to understand that remaining relevant in the current economic environment requires continued research and development of products and services.

Investors can either seek out investment into a single tool or widget that will gain market share for a time, or they can seek out a platform that is agile and adapts to market needs and changes. Having a larger offering would enable and ensure the resources are present for the fastest possible growth and the research and development required to remain relevant for the future.

INVESTMENT CONSIDERATIONS SHOULD ONLY BE GIVEN TO THE PRODUCTS CURRENTLY IN PLACE. NO RELIANCE SHOULD BE MADE ON ANY REPRESENTATION BEYOND THE PROJECTED REVENUES AND RETURNS BASED ON THE U.S. DOMESTIC MARKET, AS PROVIDED IN THE PROFORMA. ANY REFERENCE TO OTHER CONSIDERATIONS OR OPPORTUNITIES IS INTENDED TO PROVIDE FULL DISCLOSURE AND DOES NOT SUGGEST ANY ADDITIONAL REVENUE STREAMS, SOURCES, OR BENEFITS ARE IMMINENT OR PENDING AT THIS TIME.

No Additional Offerings are Expected

Whether the offering minimum, full, or partial completion is achieved, no further offerings are anticipated. The marketed products are sufficiently profitable to provide considerable positive cash flow, removing the need for additional capital investment.

Reserves

The Company intends to manage the capital raised and earnings generated in a manner that (a) retires all monthly expenses in a timely manner and (b) allocates excess cash available to interest-bearing FDIC-insured short-term investments to maintain liquidity while generating a return beyond zero for unused cash reserves. As an additional value for investors, all cash reserves will be placed in an FDIC-insured institution with coverage available to \$125,000,000.

Accounting and Reports to Members

Accounting will be conducted monthly in accordance with GAAP principles. Quarterly reports will be provided to all Unitholders of record for the last day of the calendar quarter. Tax reporting K-1 documentation will be provided in a timely manner as required by law. If an extension of time is required, it will be done in accordance with IRS regulations for such extensions.

Distributions

Distributable Cash, if any, will be distributed solely when the Manager determines distribution to be prudent. Such distributions will not be unreasonably withheld.

Rights of Members

Preferred members may not participate in the control or operation of the Company. Common members can vote on matters affecting the Company's structure, including, but not limited to, the replacement of the Manager, dissolution of the Company, and ratification of specific contracts submitted by the Manager for approval.



Conflicts of Interest

The Company may become subject to various conflicts of interest arising from its relationship with firms owned or controlled by the Manager or management team members. Generally, these relationships or affiliations are for the mutual benefit of the Company and its affiliates. However, some of these affiliations may result in an agreement that is not at arm's length.

MANAGEMENT

Executive Officers and Key Personnel

<u>Name</u>	<u>Position</u>
Benjamin M. Cvetkovich	Managing Member
Sandy Wieggers	Member and Director of Operations
Greg Meyers	Member and Director of Technology

Background and Experience

Management Team

Benjamin Cvetkovich - CEO

Principal of Platinum Age, Inc., a registered ISO for U.S. Bank/Elavon and Wells Fargo/TSYS (Global Payments). That firm was started in December 2010 and has been operating successfully in the credit card processing environment since that date. His background in the accounting field includes tax accounting; his experience in the financial services arena is extensive, including underwriting and risk management, and he successfully operated a business for over a decade.

Sandy Wieggers - COO

The foundational and operations anchor of Platinum-Age Inc., with over 30 years of experience in developing and implementing core company operations. She has deep experience managing and supporting executive teams for regional giants such as DirectTV and Cochlear Americas. In addition to being a national SME (subject matter expert) in the merchant services and payments industry, she has accumulated over 20 years of corporate training, event planning, and marketing data science experience, with nearly the same amount of time of volunteer hours with non-profit and educational institutions.

Greg Meyers - CTO

A dot com veteran with over thirty-five years in the online and technical space, with equal time in the online and traditional marketing space, and deep start-up and business strategy experience. Besides playing key marketing and technical roles with Fortune 100 companies, he has over twenty years of consulting experience servicing such clients as HP, Volkswagen, Smithsonian Institute, United Health Care, Compaq, 3M, Plantronics, AAA, Microsoft, and dozens of successful start-ups, boosting sales and company growth by as much as 800% in a fiscal year.

Fiduciary Responsibilities of the Manager

Duties Generally: The Manager is accountable to the Company and its individual Members as a fiduciary and must exercise good faith and integrity in handling Company affairs. Members with questions about the manager's duties should consult with their counsel.

Limitation of Liability and Indemnification: Neither the Manager nor any of the management team will be personally liable to the Company, its Investors, or the Manager for monetary damages for breach of fiduciary duty in their capacity except: (i) for any breach of the duty of loyalty to the Company, the Manager or their Members; (ii) for acts or omissions not in good faith or involving



intentional misconduct or a knowing violation of law; (iii) unlawful payments of dividends or unlawful stock repurchases or redemptions; or (iv) for any transaction from which that person derives any improper personal benefit. In addition, the Company or the Manager, as the case may be, shall indemnify any such person, to the fullest extent permitted by Colorado law, who was or is a party or is threatened to be made a party to any action or proceeding because of their services to the Company.

There is no pending litigation or proceeding involving a company director or officer for which indemnification is being sought, nor is the Company aware of any pending or threatened litigation that may result in claims for indemnification by the Manager or member of the management team.

Limitation on Indemnity

The described indemnification provisions may include, by implication, indemnification for liabilities arising under the Securities Act of 1933. In the opinion of the Securities Exchange Commission, such indemnification is contrary to public policy. All indemnification against these liabilities is unenforceable.

Federal Income Tax Discussion

Tax Consequences Regarding the Company

Status as Partnership: Treasury Regulations have been issued, providing that a limited liability company will be classified as a partnership for federal income tax purposes as long as an election is not made to treat the limited liability company as an association-taxable corporation.

The Manager has represented that no such election has been or will be made. Therefore, the Manager believes the Company will be treated as a partnership for federal income tax purposes. The Code, as amended to date, and current Treasury Regulations could be amended in ways that could adversely affect the conclusion reached by the Manager. If the Company was treated as a partnership for federal income tax purposes, each Member would be required to include in income their distributive shares of income, gain, deductions, and loss of the Company. Consequently, each Member would be subject to tax on their distributive share of Company income, whether or not the Company actually distributes cash in an amount equal to the income.

If, for any reason, the Company was treated as a corporation for tax purposes, it is likely to be deemed to have contributed all of its assets subject to all of its liabilities to a newly formed corporation in exchange for the corporation's stock. The corporation's stock is treated as being distributed to the Members in a complete liquidation of the Company. The income and deductions of the Company would be reflected only on its income tax return instead of being passed through to the Members, and the Members would be treated as corporate shareholders for tax purposes. In such an event, the Company would be required to pay income tax on its taxable income at the corporate tax rates, thereby reducing the amount of cash available for distribution to Members. In addition, any distribution by the Company to the Members would be taxable to them as dividends, to the extent of current and accumulated earnings and profits, or treated as gain from the sale of their Company interests, to the extent such distributions exceeded both current and accumulated earnings and profits of the Company and the Member's tax basis for their Units.

Allocations of Net Profits and Net Losses: Net Profits and Net Losses will be allocated based on the number of Common Units outstanding at the end of the tax year. Preferred Units will receive their guaranteed revenue and will not be subject to the profits or losses of the Company.



Transfers of Units: For purposes of this offering, the SEC does not allow or permit the transfer of Units for a minimum of one year from the date the investor purchases Units. For federal income tax purposes, items of income, gain, loss, deduction, or credit of a Company may be allocated to a Member only if they are received, paid, or incurred by the Company during that portion of the year in which the Member is treated as a member of the Company for tax purposes.

If any Member's interest in a Company changes at any time during the Company's taxable year, each Member's share of each item of Company income, gain, loss, deduction, and credit is to be determined by using any method prescribed by Treasury Regulations that takes into account the varying interests of the Members in the Company during the taxable year, as chosen in the sole and absolute discretion of the Manager.

The legislative history concerning this provision indicates that a monthly convention should be used. Members admitted to the Company on or after the 16th day of a month would begin to be allocated Net Profits and Net Losses as of the first day of the following month. Those admitted to the Company before the 16th day would be allocated Net Profits and Net Losses as of the first day of the month. This is a general rule, however, and there are certain exceptions where, for instance, the nature of events suggests that there is a tax avoidance motive for picking a certain entry date.

When Units are transferred, the timing principle in the previous paragraph is also followed. A new or substituted Member or acquirer of a Member's Economic Interest will be required to realize and report Net Profits and Net Losses under the above principle whether or not there has been a corresponding distribution of cash by the Company to offset the effect of the allocation. Should transfers of Units or issuance of new Units occur in the future, both the Manager and members should be mindful of the above.

Calculation of Member's Adjusted Basis: Each Common Unit Member's adjusted basis in their Units will be equal to such Member's cash Capital Contributions increased by (i) the amount of their share of the Net Profits of the Company and (ii) their share of non-recourse indebtedness, if any, to which the Company property is subject.

The adjusted basis of the Preferred Unit holder will remain their original investment, with guaranteed revenues distributed each month on or about the 20th of the month following the revenue being earned. Preferred Unit holders do not share in general revenue. They are restricted to only revenue from basis points and authorization fees charged for using The Kubera Platform for payment processing, including the "Push Sale"/"One Touch" products.

A Member's basis in their Units is reduced, but not below zero, by (x) the amount of their share of Company Net Losses and expenditures which are neither properly deductible nor properly chargeable to capital account and (y) the amount of cash distributions received by the Member from the Company. For purposes of calculating a Member's adjusted basis in their Units, any reduction in the amount of Company non-recourse indebtedness (if any) will be treated as a cash distribution to such Member in accordance with their allocable share of such indebtedness and accordingly will reduce the basis in such Member's Units.

Treatment of Cash Distributions from the Company: Distributions to a limited partner may take the form of either actual distributions or so-called "deemed distributions" arising from a reduction of their share of partnership liabilities included in their basis. A deemed distribution is treated as a cash distribution. Generally, it can result from either a reduction in a limited partner's profits interest or from repayment by the partnership of all or a part of the liabilities included in the limited partner's basis. For example, Partnership income is generally allocated in accordance with



cash distributions. Similarly, a deemed distribution would result from the reduction in Limited Partners' profit share that would follow from the admission of additional partners to the Partnership or the transfer of Partnership Units.

Distributions generally do not generate taxable income for a partner. However, if the amount of cash actually distributed or deemed to be distributed to a partner exceeds the basis of their partnership interest, the distribution is treated as a sale or exchange of their partnership interest, and the partner recognizes gain to the extent of the excess distributions. The character of this gain as capital or ordinary is governed by the rules applicable to the sale of a partner's interest but normally would qualify for taxation at long-term capital gain rates so long as all partners receive pro rata distributions. A distribution generally will not generate tax losses for the recipient unless it is a liquidating distribution.

An actual or deemed distribution could generate taxable income to a Limited Partner if prior Partnership losses and actual and deemed distributions reduced their basis in their Units to the point that it was less than the actual or deemed distribution in question. Deemed distributions thus could create income for Partners even though no cash is actually distributed to them. Distributions generally create no deductions for the distributing partnership.

Net Profits in Excess of Cash Distributions: A Member's share of the Company's Net Profits may exceed cash distributed to them with respect to their Units, and such Member's tax liability on that share may even exceed such distributions.

Treatment of Gain or Loss on Disposition of Units: No public market is expected to develop for the Units. Furthermore, Members may not be able to liquidate their Units promptly at reasonable prices since all assignees of Units may be admitted as Substitute Members only with the manager's consent.

Any gain or loss realized by a Member upon the sale or exchange of Units will generally be treated as capital gain or loss, provided that such Member is not deemed to be a "dealer" in such securities. However, any portion of the gain that is attributable to unrealized receivables (which includes, for these purposes, depreciation recapture attributable to the Property) or inventory items of the Company that have substantially appreciated in value will generally be treated as ordinary income. If the Member's holding period for the Units sold or exchanged is more than one year, the portion of any gain realized that is capital gain will be treated as long-term capital gain.

General Considerations

At-Risk Rules: A Member that is an individual or closely held corporation cannot deduct their distributive share of Company Net Losses, if any, to the extent such Net Losses exceeds the amount such Member has "at risk." A Member's initial amount at risk will equal the sum of (i) the amount of money invested by the Member in the Company, (ii) the basis of any property contributed by such Member to the Company, and (iii) the amount of borrowed funds used in Company activities to the extent that the Member is personally liable with respect to such indebtedness.

A Member's amount at risk will be reduced by the amount of any cash distributed to such Member and the amount of Net Losses allocated to such Member. It will be increased by the amount of Net Profits allocated to such Member. Net Losses not allowed under the at-risk provisions may be carried forward to subsequent taxable years and used when the amount at risk increases.



State and Local Taxes

In addition to the federal income tax consequences described above, prospective investors should consider the state tax consequences of an investment in the Company. A Member's distributive share of the Company's taxable income or loss generally will be required to be included in determining their reportable income for state and local tax purposes.

United States Income Tax Considerations for Foreign Investors

The federal income tax treatment applicable to a nonresident alien or foreign corporation investing in the Company is highly complex. It will vary depending on the particular circumstances of such investors and the effect of any applicable income tax treaties. Each foreign investor should consult their tax advisor regarding the advisability of investing in the Company. This memorandum does not address the United States income tax considerations for foreign investors. **THEREFORE, INVESTORS ARE URGED TO CONSULT THEIR TAX COUNSEL REGARDING THE TAX CONSEQUENCES OF AN INVESTMENT IN UNITS.**

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THESE LIMITED LIABILITY COMPANY UNITS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED OR QUALIFIED UNDER THE CALIFORNIA CORPORATE SECURITIES LAW OF 1968, OR THE SECURITIES LAWS OF ANY OTHER STATE. SUCH UNITS MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED, PLEDGED, OR HYPOTHECATED TO ANY PERSON AT ANY TIME WITHOUT SUCH REGISTRATION AND QUALIFICATION OR AN OPINION OF COUNSEL SATISFACTORY TO THE MANAGER TO THE EFFECT THAT SUCH REGISTRATION OR QUALIFICATION IS NOT REQUIRED. THERE ARE OTHER SUBSTANTIAL RESTRICTIONS ON TRANSFER, AS SET FORTH IN THE MEMORANDUM.

STRICTLY CONFIDENTIAL TO INVESTORS AND COMPANY

Exhibit A - SUBSCRIPTION AGREEMENT AND POWER OF ATTORNEY

KUBERA LIMITED LIABILITY COMPANY a Colorado Limited Liability Company

The undersigned hereby applies to become a Member of KUBERA LIMITED LIABILITY COMPANY, a Colorado limited liability company (the "Company") and subscribes to purchase the number of Units ("Units") herein indicated in accordance with the terms and conditions of the Private Placement Memorandum of the Company ("PPM"), as amended, provided with this Subscription Agreement.

1 REPRESENTATIONS AND WARRANTIES. The undersigned represents and warrants as follows:

- a I have received, read, and fully understood the PPM. In making this investment, I am relying only on the information provided in the PPM. I have not relied on any statements or representations inconsistent with those contained in the PPM.
- b I have carefully reviewed and understood the risks of purchasing the Units and other considerations relating to them.
- c I and my representatives, if any, have been furnished all materials relating to the offering of the Units and the Company's proposed activities in the PPM that they or I have requested and have been afforded the opportunity to obtain any additional information necessary to understand the terms of my investment in Units of the Company.
- d The Manager of the Company has answered all my inquiries concerning the Company, the Investment Opportunity, and all other matters relating to the offering and sale of the Units.
- e I understand that the Units have not been registered under the Securities Act of 1933, as amended (the "Act"), in reliance upon the exemptions from such registration requirements provided for under Regulation D, 506(c) of the Act. I acknowledge and understand that the availability of this exemption depends in part upon the accuracy of the representations and warranties contained herein, which I hereby make with the intent that they may be relied upon by the Manager.
- f **Accredited Investors (Individuals):** If you are an individual Investor, please initial which of the following, if any, is true:



- My individual net worth, or my joint net worth with my spouse, at the time of purchase, exceeds \$1,000,000 (the value of my primary residence may not be included for purposes of calculating my net worth).
- My individual income exceeded \$200,000 in each of the two most recent years, and I have a reasonable expectation of reaching the same income level in the current year.
- My joint income with my spouse or spousal equivalent exceeded \$300,000 in each of the two most recent calendar years, and we have a reasonable expectation of reaching the same income level in the current year.
- I hold a series 7, 65, or 82 license. Provide a copy of the license with the Subscription Agreement.
- g Accredited Investors (Entities):** Please initial which of the following (if any) is true:
- Investor is an entity or Individual Retirement Account ("IRA"), and all beneficial owners are individuals who are Accredited Investors (see above).
- Investor is a trust with either (i) at least \$5,000,000 of total assets (regardless of liabilities) or (ii) a trustee that is a bank or registered investment advisor.
- Investor is a corporation, partnership, or LLC with either (i) at least \$5,000,000 of total assets (regardless of liabilities) or (ii) all the equity owners of which are Accredited Investors (see above).
- Investor is a revocable grantor trust, and the grantor meets the standards for being an Accredited Investor as set forth above.
- h Accredited Investors (Pension or Retirement)** Please initial which of the following (if any) is true:
- A trust company or a pension or profit-sharing trust (other than a pension or profit-sharing trust of the issuer, a self-employed individual retirement plan, or an individual retirement account).
- An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 (i) whose investment decision is made by a plan fiduciary as defined in Section 3(21) of such Act which is either a bank, savings and loan association, insurance company or registered investment advisor, or (ii) whose total assets exceed \$5,000,000, or (iii) if a self-directed plan, a plan whose investment decisions are made solely by persons who are accredited investors.
- A plan with total assets in excess of \$5,000,000, which plan is established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state of its political subdivisions, or the benefit of its employees.
- i** If I am executing this Subscription Agreement on behalf of a trust, employee benefit plan, corporation, partnership, or limited liability company, I represent and warrant that such entity was not formed specifically to purchase Units.
- j** I can bear the economic risk of purchasing the Units, including the loss of the entire investment.
- k** I understand that the Units may not be sold or otherwise disposed of without the prior written consent of the Manager, which consent may be granted or withheld at the Manager's sole discretion for a period of not less than one year. I have liquid assets sufficient to assure myself that (i) my investment in these Units will not cause me undue financial difficulty and (ii) I can provide for my current and future cash needs, both anticipated and unanticipated. If I am the trustee of a trust, the lack of liquidity of the Units will not cause any difficulty for the trust in meeting the trust's obligations to make distributions to its beneficiaries in a timely manner.
- l** I am purchasing the Units solely for my own account and not with a view to or for a sale in connection with any distribution of Units.
- m** I am 18 years of age or older.



2. RESIDENCE INFORMATION.

(a) Please identify in the space provided below the state(s) where you have maintained your principal residence during the past three years and the dates you resided in each state.

(b) Are you registered to vote, have a driver's license issued, or have you maintained a residence in any other state? If yes, in which state(s)?

3. EDUCATION.

Please describe your educational background and degrees obtained, if any:

4. BUSINESS AND FINANCIAL EXPERIENCE.

(a) Please describe in reasonable detail the nature and extent of your business, financial, and investment experience, which you believe gives you the capacity to evaluate the merits and risks of the proposed investment and the capacity to protect your Shares. Specifically, list your experience purchasing real estate, stocks, bonds, options, commodities, limited liability companies, and limited partnerships, and your investment in new or "start-up" corporations.

Also, attendance at educational seminars concerning investments should be listed.

(b) Are you purchasing the securities offered for your own account and for investment purposes only? Yes ___ No ___

If no, please state for whom you are investing and/or the reason for investing.

5. POWER OF ATTORNEY.

The undersigned hereby irrevocably constitutes and appoints the Manager as their true and lawful attorney-in-fact, with the full power of substitution and with full power and authority for him, her or it and in his, her or its name, place, and stead, to execute, acknowledge, publish and file:

(a) The PPM of the Company and any SEC-required documentation as required by law.



(b) Any other certificates, instruments, and documents as may be required by, or may be appropriate under, the laws of any state or other jurisdiction in which the Company is doing or intends to do business; and,

(c) Any documents that may be required to affect the continuation of the Company, the admission of an additional or substituted Member, or the dissolution and termination of the Company, all in accordance with the PPM. The power of attorney granted above is a special power of attorney coupled with an interest, is irrevocable, and shall survive the death of a Member or the delivery of an assignment of Units by a Member, provided that where the Manager has approved the assignee thereof for admission to the Company as a substituted Member, such power of attorney shall survive the delivery of such assignment for the sole purpose of enabling the Manager to execute, acknowledge, file and record any instrument necessary to effect such substitution.

6. ACCEPTANCE. The Manager will accept or reject this subscription agreement within a reasonable period after the Company receives good and valid funds. Upon acceptance, this subscription will become irrevocable, and the undersigned will be obligated to purchase the number of Units indicated below. The Manager will return a countersigned copy of this Subscription Agreement to accepted subscribers, which copy (together with my canceled check) will be evidence of my purchase of Units.

7. PAYMENT OF SUBSCRIPTION PRICE. The minimum purchase of investment Units is five thousand Units of \$1.00 per Unit, or \$5,000, payable upon subscription. Subscriptions are payable in cash or equivalent concurrently with the delivery of this Subscription Agreement.

8. UNDERSTANDING OF LEGAL CONSEQUENCES. The undersigned acknowledges that it understands the meaning and legal consequences of the representations and warranties made by the undersigned herein and that the Manager is relying on such representations and warranties in making their determination to accept or reject this subscription.

9. INDEMNIFICATION. THE UNDERSIGNED AGREES TO INDEMNIFY AND HOLD KUBERA LIMITED LIABILITY COMPANY AND ITS MANAGER, MEMBERS, ATTORNEYS, ACCOUNTANTS AND OTHER AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, AND DAMAGES (INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES WHICH SHALL BE PAID AS INCURRED) WHICH ANY OF THEM MAY INCUR, IN ANY MANNER OR TO ANY PERSON, BY REASON OF THE FALSITY, INCOMPLETENESS OR MISREPRESENTATION OF ANY INFORMATION FURNISHED BY THE UNDERSIGNED HEREIN OR IN ANY DOCUMENT SUBMITTED HEREWITH.

THE EFFECT OF THE FOREGOING PARAGRAPH IS THAT THE UNDERSIGNED WILL BE FINANCIALLY RESPONSIBLE FOR ALL LOSSES, DAMAGES, EXPENSES, AND LIABILITIES INCURRED BY THE COMPANY AND/OR ITS MANAGER AS A RESULT OF A BREACH OF ANY OF THE REPRESENTATIONS AND WARRANTIES MADE BY THE UNDERSIGNED.

11. INVESTOR INFORMATION. (Please print or type)

Please complete the following, as applicable. Investments by more than one of the following entities, even if related to each other or controlled by the same person, require the completion of separate Subscription Agreements.

Identifying Information for Investors or Beneficial Owners (held strictly confidential)



Individual(s):

Name: _____

Address: _____

Soc. Sec. No.: _____

Tel./E-Mail: _____ / _____

Name: _____

Address: _____

Soc. Sec. No.: _____

Tel./E-Mail: _____ / _____

LLC, Corporation, Trust or Other:

Trustee/Legal Officer: _____

Address: _____

Acct. No.: _____

Tel./E-Mail: _____ / _____

Contact Person: _____

12. SUBSCRIPTION. Investors subscribing for Units must complete the following:

The undersigned agrees to pay the total purchase price per Unit (\$1.00 per Unit),

\$ _____ Total Total Number of Units _____

IN WITNESS WHEREOF, the undersigned hereby agrees to become a Member of KUBERA LIMITED LIABILITY COMPANY upon the terms and conditions set forth in the PPM.

Dated: _____, 2024

(Signature of Individual Investor or Beneficial Owner)



Individual Retirement Account (“IRA”), SEP, Pension or Profit-Sharing Trust (“ERISA Plan”):

Trustee: _____

Address: _____

Acct. No.: _____

LLC, Corporation, Trust or Other:

Trustee: _____

Address: _____

Acct. No.: _____

ACCEPTANCE

KUBERA LIMITED LIABILITY COMPANY hereby accepts the foregoing Subscription Agreement.

a Initial Subscription Amount: \$ _____ Dated: _____, 2024

KUBERA LIMITED LIABILITY COMPANY, a Colorado limited liability company

By: _____
Benjamin M. Cvetkovich
Manager

By: _____
Authorized Signor/Officer

